

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b>	<b>Page 1 of 30</b>
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> DAAA09-00-R-0156		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b>	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> HQ OSC AMSOS-CCE-S ROCK ISLAND, IL 61299-6000  BLDG 350			<b>Code</b> W52P1J	<b>8. Address Offer To (If Other Than Item 7)</b>		

**SOLICITATION**

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 Signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ (hour) local time \_\_\_\_\_ (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> MARC LEMON <b>E-mail address:</b> LEMONM@OSC.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309) 782-6348
----------------------------------	--	---

**11. Table Of Contents**

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	15
X	B	Supplies or Services and Prices/Costs	4	<b>Part III - List Of Documents, Exhibits, And Other Attachments</b>			
X	C	Description/Specs./Work Statement	7	X	J	List of Attachments	
X	D	Packaging and Marking	8	<b>Part IV - Representations And Instructions</b>			
X	E	Inspection and Acceptance	9	X	K	Representations, Certifications, and Other Statements of Offerors	24
X	F	Deliveries or Performance	10				
X	G	Contract Administration Data	11				
X	H	Special Contract Requirements	12		L	Instr., Conds., and Notices to Offerors	
					M	Evaluation Factors for Award	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment  
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>		<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>	
<b>15B. Telephone Number (Include Area Code)</b>		<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		<b>17. Signature</b>	<b>18. Offer Date</b>

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>		<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	
<b>24. Administered By (If other than Item 7)</b>			<b>25. Payment Will Be Made By</b>	
<b>Code</b>			<b>Code</b>	
SCD PAS ADP PT				
<b>26. Name of Contracting Officer (Type or Print)</b>			<b>27. United States Of America</b>  (Signature of Contracting Officer)	
			<b>28. Award Date</b>	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-00-R-0156 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 30
---------------------------	--	----------------------------

**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 ***	AMC	AMC-LEVEL PROTEST PROGRAM  (End of clause)	OCT/1996

(AM7010)

A-2	52.252-4500 OSC	FULL TEXT CLAUSES	SEP/1997
-----	--------------------	-------------------	----------

1. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three astericks are put in its place (\*\*\*).

2. You can view or obtain a copy of the clauses and provisions on the internet at: [www.osc.army.mil/ac/aais/osc/clauses/index.htm](http://www.osc.army.mil/ac/aais/osc/clauses/index.htm). Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

3. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

(End of clause)

(AS7001)

A-3 Notice of Contractor Participation in the Evaluation of Proposals

(a) The Army has contracted with the Mitretek Systems for the technical review of specified programs including the Chemical Demilitarization Program. Mitretek is a private, not for profit organization working in the public interest on a wide range of technology and operational issues. Mitretek does not engage in production or manufacturing activities and does not compete with profit seeking entities. In order to fulfill its contractual responsibilities with the Army, Mitretek must have access to Government data as well as contractor data, including sensitive and proprietary data. The Army's contract with Mitretek prohibits the unauthorized dissemination of data to which it or its employees have access.

(b) It is the Government's intent to use the services of the Mitretek Systems to provide administrative and technical assistance to the Government in the evaluation of written and/or oral proposals submitted under this solicitation. Offerors are hereby notified that Mitretek will be given access to the proposals submitted under this solicitation. However, the exclusive responsibility for source selection remains with the Government.

A-4 Notice of Organizational Conflicts of Interest

In accordance with FAR 9.5, a determination has been made that the following organizations are hereby prohibited from offering or participating as a prime contractor, as a joint venture member, or as subcontractor on this contract and/or on any resultant task order(s):

1. Mitretek Systems, Inc.  
7525 Colshire Drive  
McLean, VA 22102
2. Arthur D. Little  
20 Acorn Park  
Cambridge, MA 02140

A-5 Proposal Preparation

The proposal preparation time shall be 30 days after issuance of this request for proposal. In block 9 of the cover sheet, the sealed offers in original and number of copies shall be provided in accordance with Section L, Instructions to Offerors, to the addressee in block 7 of the cover sheet. All offers shall be received by 1600 CST, on 09 August 2002.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-00-R-0156 <b>MOD/AMD</b>	<b>Page</b> 3 <b>of</b> 30
<b>Name of Offeror or Contractor:</b>		

A-6 Acceptance Period

In block 12 of the cover sheet, the government's acceptance period for accepting an offer is 180 calendar days from the date of receipt of offers.

A-7 Offeror's Mailing List

All interested parties shall provide a written or electronic notification to the addressee in block 7 or 10 of its desire to be included on the offeror's mailing list that will be established for this request for proposal. The notification shall include the offeror's mailing address and a point of contact.

\*\*\* END OF NARRATIVE A 001 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  <u>Supplies or Services and Prices/Costs</u>  <u>SERVICES LINE ITEM</u>  SECURITY CLASS: Unclassified  Note: CLIN 0001 is for Administrative purposes only  (End of narrative B001)				

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-00-R-0156 <b>MOD/AMD</b>	<b>Page</b> 5 <b>of</b> 30
<b>Name of Offeror or Contractor:</b>		

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1	252.225-7008	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998
	DFARS		

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract of this contract, in addition to dutyfree entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

None

(BA6700)

#### B-2 General

(a) The contract that will result from this solicitation will be a Task Order Contract. It will be an indefinite quantity type which establishes a minimum amount the Government will be required to order and a maximum amount the contractor is obligated to perform. FAR clauses 52.216-8, -19, and -22 located in Section I of this solicitation, should be reviewed as they provide the contractual language and requirements regarding placement of orders.

(b) The anticipated types of contracts that may be ordered under this contract are cost plus fixed fee and cost plus incentive fee. The applicable clauses for the above contract types are incorporated into this contract.

(c) All orders and order modifications issued or executed under this contract shall refer to this contract and shall be subject to the terms and conditions hereof.

(d) CLINS will be established as the individual task order(s) requiring the work are issued.

#### B-3 Task Orders and Ordering Procedures

(a) Only Contracting Officers of HQ, Operations Support Command (OSC) are authorized to issue Task Orders under this contract. The Systems Contractor shall not accept any contractual instruction by any person other than the Contracting Officer or the Contracting Officer's Representative acting within the limits of their authority. The Contracting Officer's Representatives will be so designed in writing to the Systems Contractor and the scope of their authority will be set forth in such written authorization.

(b) The Systems Contractor is not authorized to commence work or to procure or manufacture material until an order is issued by the Contracting Officer.

(c) Orders may be placed by issuance of a written order, by facsimile, or by electronic commerce methods.

(d) It is intended that all Task Orders will have costs/prices and fee definitized.

(e) The issuance of an undefinitized Task Order by the Contracting Officer constitutes a binding contract and authorizes the Systems Contractor to proceed with performance. The Order will be considered issued when signed by the Contracting Officer and released for delivery to the Systems Contractor, or placed in the hands of the Systems Contractor or his authorized representative. The applicable clauses (Section I - FAR 52.216-23, -24, and -26) for an undefinitized Task Order are incorporated into this contract. The undefinitized Task Order will set forth the required delivery terms, other special terms and conditions, a ceiling cost which is based on quotes or proposals received from the Systems Contractor, and is subject to the FAR clause 52.216-24, Limitation of Liability. The definitization schedule will be contained in each undefinitized task order and will specify as a minimum the following information:

Receipt of Contractor's Proposal\_\_\_\_\_ (if not yet received)  
Start of Negotiations\_\_\_\_\_  
Completion of Negotiations\_\_\_\_\_  
Target Definitization Date\_\_\_\_\_

Upon agreement of the negotiated definitization, the Contracting Officer will issue a definitized task order modification.

(f) No protest under FAR 33.1 is authorized in connection with the issuance or proposed issuance of an order under this contract unless for a protest that the order increases the scope, period, or maximum value of the basic contract. Any complaints concerning the ordering

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-00-R-0156 <b>MOD/AMD</b>	<b>Page</b> 6 <b>of</b> 30
---------------------------	---	----------------------------

**Name of Offeror or Contractor:**

procedures under this contract shall be addressed to the HQ, OSC Competition Advocate, AMSOS-BR, Rock Island, IL 61299-6000.

**B-4 Funding, Consideration, and Payment**

(a) The Systems Contractor shall not exceed, with respect to work done under any written order issued hereunder, the estimated cost of the order or the period of performance specified therein without the approval of the Contracting Officer. Such approval shall be evidenced in writing by an appropriate modification to the applicable order prior to the expenditure of any additional hours and/or costs.

(b) The Systems Contractor is required to segregate costs by individual orders on this contract.

(c) In the event the Systems Contractor is authorized to perform services prior to definitization of an order, the Contractor is authorized to submit billing for these supplies and/or services. Such bill invoices shall be subject to FAR clause 52.216-26, Payments of Allowable Costs Before Definitization.

**B-5 Market Survey Prior to Operations and Closure**

The intent of this contract is to establish a long-term contractual relationship with the Systems Contractor for this multi-phased project starting with the design completion and ending with facility closure. Notwithstanding, the Contracting Officer will conduct a Market Survey prior to the operations phase to determine if a new competition is warranted for the operations and closure phases of the contract. Considering the commitment made to the long-term relationship, the criticality multi-phase integration, and other programmatic concerns, a formal competition will only be pursued if the Contracting Officer determines that there is a reasonable expectation that competition will result in substantial improvements in performance and/or cost.

**B-6 Cost Reimbursable Task Orders**

Cost reimbursable Task Orders will be negotiated annually with the estimated costs and fee to be definitized prior to the start of the Government fiscal year in which the efforts will be performed.

**B-7 Contemplated Task Orders**

It is contemplated that Task Orders will primarily be executed for the following:

- Design Completion
- Management Planning
- Construction
- Systemization/Pilot Testing
- Operations
- Closure

However, the Government reserves the right to award separate task orders for portions of the above phases when such efforts are required to ensure continuity of the project (e.g. delay in environmental permitting).

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 7 of 30
	PIIN/SIIN	DAAA09-00-R-0156 MOD/AMD	

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-1 Statement of Work for Incineration - Baseline/Modified Baseline Technology, Attachment 01, Section J, is incorporated.

\*\*\* END OF NARRATIVE C 001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-00-R-0156 <b>MOD/AMD</b>	<b>Page</b> 8 <b>of</b> 30
---------------------------	---	----------------------------

**Name of Offeror or Contractor:**

SECTION D - PACKAGING AND MARKING

D-1 Any applicable packing, packaging, and marking requirements shall be included in the individual Task Order.

\*\*\* END OF NARRATIVE D 001 \*\*\*



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-00-R-0156 <b>MOD/AMD</b>	<b>Page</b> 9 <b>of</b> 30
<b>Name of Offeror or Contractor:</b>		

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-3	INSPECTION OF SUPPLIES - COST-REIMBURSEMENT	MAY/2001
E-2	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984
E-3	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
E-4	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-5	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	JUL/2001

The Contractor shall comply with the REQUIREMENTS OF THE STATEMENT OF WORK, in effect on the current date, which is hereby incorporated into this contract, or an alternate submitted with the bid/proposal and approved by Headquarters, Operations Support Command prior to contract award.

(End of Clause)

(EF6001)

E-9 Any applicable inspection and acceptance requirements shall be included in the individual Task Order.

\*\*\* END OF NARRATIVE E 001 \*\*\*

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-15	STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-00-R-0156 <b>MOD/AMD</b>	<b>Page</b> 11 <b>of</b> 30
---------------------------	---	-----------------------------

**Name of Offeror or Contractor:**

SECTION G - CONTRACT ADMINISTRATION DATA

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-00-R-0156 <b>MOD/AMD</b>	<b>Page 12 of 30</b>
---------------------------	---	----------------------

**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.223-7006 DFARS	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-2	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
****			

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification NO.
(If none, insert NONE)	

NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

Commander  
U.S. Army Operations Support Command (OSC)  
ATTN: AMSOS-CCE-S  
Rock Island, IL 61299-6000

(HF6011)

H-3	28.306(B)	REQUIRED INSURANCE	AUG/1995
***		(End of Clause)	

(HF7020)

H-4	252.223-7001 DFARS	HAZARD WARNING LABELS	DEC/1991
-----	-----------------------	-----------------------	----------

\*\*\*\*(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

**Name of Offeror or Contractor:**

MATERIAL (If none, insert "None")

ACT

\* \* \*

(End of Clause)

(HA7704)

H-5            252.247-7023            TRANSPORTATION OF SUPPLIES BY SEA  
                 DFARS

MAY/2002

\* \* \*

(f)(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT	
DESCRIPTION	LINE ITEMS	QUANTITY

TOTAL

(End of Clause)

(HA7502)

H-6            252.247-7024            NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA  
DFARS

NOV/1995

\* \* \*

(End of clause)

(HA7503)

H-7            5101.602-2            AVAILABILITY OF FUNDS  
AFARS

OCT/2001

Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available from which payment for contract purposes can be made.

(End of Clause)

(HD7006)

H-8	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION
	OSC	

MAY/1993

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 14 of 30
	PIIN/SIIN	MOD/AMD	
DAAA09-00-R-0156			
Name of Offeror or Contractor:			

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding//// YES NO

If YES, give name of rail carrier serving it:

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address:

Serving Carrier:

(End of Clause)

(HS7600)

H-9 Engineering and Special Studies Services

Throughout the life cycle of the PCAPP project, the Systems Contractor (SC) may be required to provide engineering expertise and/or resources to solving design, construction, systemization, operations, or closure problems that cannot be handled solely through Configuration Management or Value Engineering. In such an event or events, the Government shall execute a task order, under the authority of the this clause, in association with an Engineering Services Memorandum (ESM). An ESM is a document identifying additional Statement of Work (SOW) requirements for engineering services in support of the existing contract SOW. All ESM's must be awarded as a task order before any work on the ESM begins. A Contracting Officer Representative (COR) shall be responsible for the execution of the ESM. The SC is required to report all performance in accordance with the requirements of the task order. All ESM's shall be closed out by the submission of a final report. The required format and data shall be specified in the task order. The total hours of the engineering services shall not exceed 10,000 for the life of the project.

(End of Clause)

\*\*\* END OF NARRATIVE H 001 \*\*\*

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-00-R-0156 MOD/AMD	Page 15 of 30
--------------------	---	---------------

**Name of Offeror or Contractor:**

SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.202-1	DEFINITIONS (DEC 01) - ALTERNATE I (MAR 01)	DEC/2001
I-3	52.203-3	GRATUITIES	APR/1984
I-4	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-5	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-6	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-7	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-9	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-10	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-11	52.204-4	PRINTING OR COPYIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM	OCT/1997
I-17	52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCT 97) ALTERNATE I (OCT 97)	OCT/1997
I-18	52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCT 1997) ALTERNATE II (OCT 1997)	OCT/1997
I-19	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-20	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-21	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-22	52.215-13	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-23	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-24	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-25	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-26	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-27	52.216-7	ALLOWABLE COST AND PAYMENT	FEB/2002
I-28	52.216-8	FIXED FEE	MAR/1997
I-29	52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	MAR/2000
I-30	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-31	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 01) ALTERNATE II (OCT 01)	OCT/2000
I-32	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-33	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-34	52.222-3	CONVICT LABOR	AUG/1996
I-35	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	SEP/2000
I-36	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-37	52.222.21	PROHIBITION OF SEGREGATION FACILITIES	FEB/1999
I-38	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-39	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-40	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-41	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-42	52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY/1989
I-43	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY/1989
I-44	52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT	FEB/2002
I-45	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMTION	APR/1998
I-46	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-47	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-48	52.224-1	PRIVACY ACT NOTIFICATION	APR/1984
I-49	52.224-2	PRIVACY ACT	APR/1984
I-50	52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB/2000
I-51	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC	JUN/2000

CONTINUATION SHEET		Reference No. of Document Being Continued	Page 16 of 30
		PIIN/SIIN DAAA09-00-R-0156	MOD/AMD
Name of Offeror or Contractor:			
	Regulatory Cite	Title	Date
		ENTERPRISES	
I-52	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-53	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-54	52.227-3	PATENT INDEMNITY	APR/1984
I-55	52.227-12	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (LONG FORM)	JAN/1997
I-56	52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN/1997
I-57	52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR/1996
I-58	52.228-15	PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION	JUL/2000
I-59	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-60	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-61	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-62	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-63	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-64	52.232-1	PAYMENTS	APR/1984
I-65	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-66	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-67	52.232-16	PROGRESS PAYMENTS	MAR/2000
I-68	52.232-17	INTEREST	JUN/1996
I-69	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-70	52.232-20	LIMITATION OF COST	APR/1984
I-71	52.232-22	LIMITATION OF FUNDS	APR/1984
I-72	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-73	52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	MAY/2001
I-74	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER PAYMENT--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-75	52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-76	52.233-1	DISPUTES (DEC 98) - ALTERNATE I (DEC 91)	DEC/1998
I-77	52.233-3	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)	AUG/1996
I-78	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	APR/1984
I-79	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-80	52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT/1997
I-81	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-82	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-83	52.242-13	BANKRUPTCY	JUL/1995
I-84	52.243-2	CHANGES - COST REIMBURSEMENT	AUG/1987
I-85	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I (APR 1984)	AUG/1987
I-86	52.243-4	CHANGES	AUG/1987
I-87	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-88	52.244-4	SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (ARCHITECT- ENGINEER SERVICES)	AUG/1998
I-89	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-90	52.245-6	LIABILITY FOR GOVERNMENT PROPERTY (DEMOLITION SERVICES CONTRACTS)	APR/1984
I-91	52.245-18	SPECIAL TEST EQUIPMENT	FEB/1993
I-92	52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR/1984
I-93	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-94	52.246-13	INSPECTION--DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS	AUG/1996
I-95	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-96	52.246-24	LIMITATION OF LIABILITY - HIGH-VALUE ITEMS	FEB/1997
I-97	52.246-24	LIMITATION OF LIABILITY - HIGH-VALUE ITEMS (FEB 1997) - ALTERNATE I (APR 1984)	FEB/1997
I-98	52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB/1997
I-99	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-100	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	JUN/2000
I-101	52.248-1	VALUE ENGINEERING (FEB 2000) - ALTERNATE I (APR 1984)	FEB/2000
I-102	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-103	52.249-14	EXCUSABLE DELAYS	APR/1984
I-104	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/1984
I-105	52.251-2	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES	JAN/1991
I-106	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-107	252.201-7000 DFARS	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-108	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-	MAR/1999



CONTINUATION SHEET	Reference No. of Document Being Continued		Page 17 of 30
	PIIN/SIIN DAAA09-00-R-0156	MOD/AMD	

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
		RELATED FELONIES	
I-109	252.203-7002 DFARS	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-110	252.204-7000 DFARS	DISCLOSURE OF INFORMATION	DEC/1991
I-111	252.204-7002 DFARS	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-112	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-113	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-114	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-115	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-116	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-117	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-118	252.215-7002 DFARS	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-119	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-120	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-121	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-122	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-123	252.225-7005 DFARS	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	APR/2002
I-124	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-125	252.225-7010 DFARS	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	AUG/2000
I-126	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-127	252.225-7014 DFARS	PREFERENCE FOR DOMESTIC SPECIALTY METALS	DEC/1991
I-128	252.225-7026 DFARS	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-129	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-130	252.225-7041 DFARS	CORRESPONDENCE IN ENGLISH	JUN/1997
I-131	252.225-7043 DFARS	ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE UNITED STATES	JUN/1998
I-132	252.227-7013 DFARS	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	NOV/1995
I-133	252.227-7025 DFARS	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-134	252.227-7030 DFARS	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-135	252.227-7036 DFARS	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
I-136	252.227-7037 DFARS	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-137	252.227-7039 DFARS	PATENTS--REPORTING OF SUBJECT INVENTIONS	APR/1990
I-138	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-139	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-00-R-0156 MOD/AMD	Page 18 of 30
--------------------	---	---------------

Name of Offeror or Contractor:

	Regulatory Cite	Title	Date
I-140	252.234-7001 DFARS	EARNED VALUE MANAGEMENT SYSTEM	MAR/1998
I-141	252.235-7003 DFARS	FREQUENCY AUTHORIZATION	DEC/1991
I-142	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-143	252.242-7004 DFARS	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
I-144	252.242-7005 DFARS	COST/SCHEDULE STATUS REPORT	MAR/1998
I-145	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-146	252.244-7000 DFARS	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	MAR/2000
I-147	252.249-7002 DFARS	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
I-148	252.251-7000 DFARS	ORDERING FROM GOVERNMENT SUPPLY SOURCES	MAY/1995
I-149	252.251-7001 DFARS	USE OF INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES	DEC/1991
I-150	52.215-21	REQUIREMENTS FOR COSTOR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS (OCT 97) ALTERNATE IV (OCT 97)	OCT/1997

(a) Submission of certified cost or pricing data is not required.

(b) Provide information described below: SEE SECTION L FOR INSTRUCTIONS TO OFFERORS.

(End of clause)

(IF6107)

I-151	52.216-18	ORDERING	OCT/1995
-------	-----------	----------	----------

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by individuals or activities designated in the Schedule. Such orders may be issued from THE DATE OF AWARD OF THE BASIC CONTRACT through TEN YEARS FROM DATE OF THE BASIC CONTRACT.

\*\*\*

(End of Clause)

(IF6088)

I-152	52.216-19	ORDER LIMITATIONS	OCT/1995
-------	-----------	-------------------	----------

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$750 million;

(2) Any order for a combination of items in excess of \$1.5 billion; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-00-R-0156 <b>MOD/AMD</b>	<b>Page 19 of 30</b>
---------------------------	---	----------------------

**Name of Offeror or Contractor:**

paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6089)

I-153                      52.216-22                      INDEFINITE QUANTITY                      OCT/1995  
\*\*\*

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after THE ORDERING PERIOD HAS EXPIRED FOR 36 MONTHS .

(End of clause)

(IF6097)

I-154                      52.216-24                      LIMITATION OF GOVERNMENT LIABILITY                      APR/1984  
TO BE ESTABLISHED IN THE INDIVIDUAL TASK ORDER

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding -1- dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is -2- dollars.

(End of clause)

(IF6056)

I-155                      52.217-9                      OPTION TO EXTEND THE TERM OF THE CONTRACT                      MAR/2000  
TO BE ESTABLISHED IN THE INDIVIDUAL TASK ORDER

(a) The Government may extend the term of this contract by written notice to the Contractor within -1- provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least -2- days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed -3-.

(End of Clause)

(IF6066)

I-156                      52.222-2                      PAYMENT FOR OVERTIME PREMIUMS                      JUL/1990  
(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed TO BE DETERMINED IN THE INDIVIDUAL TASK ORDER or the overtime premium is paid for work--

\*\*\*

(End of Clause)

(IF6048)



Name of Offeror or Contractor:

contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond -2- , until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

(IF6068)

I-161	252.223-7007	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES	SEP/1999
-------	--------------	--	----------

DFARS

\*\*\*(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY
--------------	-----------------------	----------------------

AS SPECIFIED BY THE INDIVIDUAL TASK ORDER

(End of clause)

(IA6200)

I-162	252.236-7001	CONTRACT DRAWINGS, AND SPECIFICATIONS	AUG/2000
-------	--------------	---------------------------------------	----------

DFARS

\*\*\*

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	and	Drawings
-------	------	-----	----------

TO BE ESTABLISHED IN THE INDIVIDUAL TASK ORDER

(End of clause)

(IA6501)

I-163	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST	OCT/1997
-------	-----------	--	----------

OR PRICING DATA-MODIFICATIONS

\*\*\*

(End of clause)

(IF7010)

I-164	52.244-2	SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG1998)	AUG/1998
-------	----------	---	----------

(End of clause)

(IF7006)

I-165	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2002
-------	----------	-----------------------------------	----------

\*\*\*

(End of clause)

(IF7045)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-00-R-0156 <b>MOD/AMD</b>	<b>Page 22 of 30</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

I-166      52.245-5      GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-      JAN/1986  
 HOUR CONTRACTS)(CLASS DEV 99-00008)

\*\*\*

(g)(5) The contractor shall notify the Contracting Officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--\*\*\*

(End of clause)

(IF7120)

I-167      52.245-17      SPECIAL TOOLING (CLASS DEVIATION 99-00012)      APR/1984  
 \*\*\*

(End of clause)

(IF7110)

I-168      52.252-6      AUTHORIZED DEVIATIONS IN CLAUSES      APR/1984  
 (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-169      252.232-7007      LIMITATION OF GOVERNMENT'S OBLIGATION      AUG/1993  
 DFARS

(a) Contract line items \_\_\_\_ through \_\_\_\_ are incrementally funded. For these item(s), the sum of \$ \_\_\_\_ of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

\*\*\*

(i) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

*On execution of contract	\$
*(month) (day), 199x	\$
*(month) (day), 199y	\$
*(month) (day), 199z	\$

\* TO BE INSERTED AFTER NEGOTIATION

(End of clause)

(IA7766)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-00-R-0156 <b>MOD/AMD</b>	<b>Page 23 of 30</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

I-170      252.243-7000      ENGINEERING CHANGE PROPOSALS      JUL/1997  
DFARS

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a ''not to exceed'' cost or a ''not less than'' cost and delivery adjustment. Change orders issued under the Changes clause of this contract are not an authorization to exceed the estimated cost in the schedule unless there is a statement in the change order, or other contract modification, increasing the estimated cost.

(c) When the cost of the engineering change is \$500,000 or more, the Contractor shall submit--

(1) A completed SF 1411, Contract Pricing Proposal Cover Sheet (Cost or Pricing Data Required), and

(2) At the time of agreement on cost, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

(End of clause)

(IA7011)

I-171      252.243-7002      REQUESTS FOR EQUITABLE ADJUSTMENT      MAR/1998  
DFARS

\*\*\*

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_  
(Official's Name)

\_\_\_\_\_  
(Title)

\*\*\*

(End of clause)

(IA7035)

I-172      52.201-4500      AUTHORITY OF GOVERNMENT REPRESENTATIVE      FEB/1993  
OSC

\*\*\*

(End of clause)

(IS7025)

**Name of Offeror or Contractor:**

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-3	252.227-7028 DFARS	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995

K-4 \*\*\* THIS REFERENCE (KF6006) IS NO LONGER VALID \*\*\*

(5) [Complete if offeror represented itself as a disadvantaged in paragraph (b)(7) of this provision.] The offeror shall check the category in which its ownership falls:

Black American

Hispanic American

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Keypunch), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, The Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(End of Provision)

(KF6006)

K-5            52.219-1            SMALL BUSINESS PROGRAM REPRESENTATIONS            APR/2002

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 54133.

(2) The small business size standard is \$6M.

\* \* \*

(b) Representations.

(1) The offeror represents as part of its offer that it is, is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-00-R-0156 <b>MOD/AMD</b>	<b>Page 25 of 30</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

offeror represents, for general statistical purposes, that it \_\_\_is, \_\_\_is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \_\_\_is, \_\_\_is not a women-owned small business concern.

(4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, \_\_\_\_\_ is not \_\_\_\_\_ a veteran-owned small business concern.

(5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, \_\_\_\_\_ is not \_\_\_\_\_ a service-disabled veteran-owned small business concern.

\*\*\*  
(End of provision)

(KF6003)

K-6            52.219-1            SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 02) - ALTERNATE 1 (APR 02)            APR/2002

(4) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It is \_\_\_\_\_, is not \_\_\_\_\_ a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal officer of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It is \_\_\_\_\_, is not \_\_\_\_\_ a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(End of provision)  
(KF6004)

K-7            52.203-2            CERTIFICATE OF INDEPENDENT PRICE DETERMINATION            APR/1985  
\*\*\*

(b)(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above\_\_\_\_\_  
\_(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

\*\*\*  
(End of Provision)

(KF7005)

K-8            52.204-3            TAXPAYER IDENTIFICATION            OCT/1998  
\*\*\*\*

(d) Taxpayer Identification Number (TIN).  
  
( ) TIN:  
( ) TIN has been applied for.  
( ) TIN is not required because  
( ) Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

**Name of Offeror or Contractor:**

( ) Offeror is an agency or instrumentality of a foreign government;  
( ) Offeror is an agency or instrumentality of a Federal government;

(e) Type of organization.

```
( ) Sole proprietorship
( ) Partnership
( ) Corporate entity (not tax-exempt);
( ) Corporate entity (tax-exempt);
( ) Government entity (Federal, State, or local);
( ) Foreign government
( ) International organization per 26 CFR 1.6049-4;
( ) Other
```

(f) Common Parent.

( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

( ) Name and TIN of common parent:

Name :

TIN:

(End of Provision)

(KF7043)

K-9	52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)
-----	----------	--

MAY/1999

\* \* \*

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it \_\_\_\_ is a women-owned business concern.

\* \* \*

(End of provision)

(KF7022)

K-10	52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS	DEC/2001
------	----------	--	----------

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( )

are not ( )

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( )

have not ( ),

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offcommissionomission of embezzlement, theft, forget, bribery, falsification or destruction or records, making false statements, tax evasion, or receiving stolen property; and

(C)Are ( )

are not ( )

presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(a)(1)(ii) The Offeror has ( )

has not ( ),

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

\* \* \*

(End of Provision)

(KF7033)

Name of Offeror or Contractor:

K-11	52.215-6	PLACE OF PERFORMANCE	OCT/1997
------	----------	----------------------	----------

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent check "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY STATE, COUNTY, ZIP-CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
---	--

(End of provision)

(KF7035)

K-12	52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB/1999
------	-----------	---	----------

The offeror represents that -

(a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It ( ) has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF7019)

K-13	52.222-25	AFFIRMATIVE ACTION COMPLIANCE	APR/1984
------	-----------	-------------------------------	----------

The offeror represents that (a) it

( ) has developed and has on file,  
( ) has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it

( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(KF7020)

K-14	52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
------	-----------	---	----------

\*\*\*

(b)(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-00-R-0156 <b>MOD/AMD</b>	<b>Page 28 of 30</b>
<b>Name of Offeror or Contractor:</b>		

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

( ) (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33 or

( ) (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

(KF7058)

K-15	52.227-6	ROYALTY INFORMATION	APR/1984
(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:			
(1) Name and address of licensor:			
(2) Date of license agreement.			
(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.			
(4) Brief description, including any part or model numbers of each contract item or component on which the r oyalty is payable.			
(5) Percentage or dollar rate of royalty per unit.			
(6) Unit price of contract item.			
(7) Number of units.			
(8) Total dollar amount of royalties.			

\*\*\*

(End of Provision)

(KF7002)

K-16	52.230-1	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION	JUN/2000
***			
I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION.			
***			
(c) Check the appropriate box below:			
( ) (1) Certificate of Concurrent Submission of Disclosure Statement.			
The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) One copy to the cognizant Federal auditor.			
(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the looseleaf version of the Federal Acquisition Regulation.)			

Date of Disclosure Statement:\_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN    DAAA09-00-R-0156                      MOD/AMD</p>	<p style="text-align: center;"><b>Page 29 of 30</b></p>
--	---	---

**Name of Offeror or Contractor:**

( ) (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:\_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

( ) (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

( ) (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a review certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

\*\*\*

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE.

\*\*\*

( ) The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

\*\*\*

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

( ) YES                      ( ) NO

(End of Provision)

(KF7190)

K-17	252.225-7000	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE	SEP/1999
	DFARS		

\*\*\*

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

Name of Offeror or Contractor:

(2) The Offeror certifies that the following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin (If known
------------------	-----------------------------

(End of Provision)

(KA7702)

K-18

252.247-7022

REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA

AUG/1992

DFARS

\*\*\*

(b) Representation.

The Offeror represents that it--

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\*\*\*

(End of provision)

(KA7500)